

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE 1 OF 3 PAGES
2. AMENDMENT/MODIFICATION NO. <b>0004</b>	3. EFFECTIVE DATE <b>03 August 2004</b>	4. REQUISITION/PURCHASE REQ. NO. <b>SAP #1000003101</b>	5. PROJECT NO. (If applicable)
6. ISSUED BY <b>Contracting Officer, Code 225 SPAWAR Systems Center, San Diego 53560 Hull Street San Diego, CA 92152-5001 Beverly J. Buck-Jimenez (619)553-7708</b>		7. ADMINISTERED BY (If other than Item 6)	
CODE <b>N66001</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)		<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <b>N66001-04-R-0047</b> <input type="checkbox"/> 9B. DATED ( <b>SEE ITEM 11</b> ) <b>30 Jun 2004</b> <input type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. <input type="checkbox"/> 10B. DATED ( <b>SEE ITEM 13</b> )	
CODE	FACILITY CODE		

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
- (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.
12. ACCOUNTING AND APPROPRIATION DATA (If required)

### 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- ☒ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- ☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- ☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- ☐ D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is to answer contractor questions pertaining to the Request for Proposal.

Offerors are advised that the Government will not entertain further questions.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED

(a) The following questions have been submitted regarding Request for Proposal N66001-04-R- 0047. Answers to each question are provided in bold text.

1. Question: How many "in-port" hours are anticipated for each of the crewmembers? Would this be considered our work schedule, plus the OT hours preparing to go to sea on scheduled days off etc.?

Answer: **This will depend on program/schedule requirements, to be determined on an individual task/delivery order basis.**

2. Question: Do the minimum daily wages in attachment 4, Wage Determination No. 1994-0196, apply both to "in-port" as well at "at-sea" periods?

Answer: **Yes.**

3. Question: Do the same requirements for Health & Welfare, Vacation, and other benefits in attachment 4, Wage Determination No. 1994-0196, apply both to "in-port" as well at "at-sea" periods?

Answer: **Yes.**

4. Question: If the contractor provides Health and Welfare benefits which cause an employer contribution greater than the required \$2.59 per hour average may the contractor decrease the minimum daily wage by an amount equal to this overage?

Answer: **No.**

5. Provided the possibility that the vessel Chief Engineer isn't considered a engineering manager of ships personnel under his designated Service Contract Wage Group Determination, might he also be still potentially applicable and classifiable as a engineering manager of ships personnel under the Contract Services portion of the Jones Act?

Answer: **The question is unclear. The contractor is responsible to comply with all applicable rules and regulations under this contract, including local, state and federal requirements.**

6. Which crew job classification is considered the optimum individual for primary Vessel Medical Officer duties including first response obligation to attend to serious personal injury Is this assumed a collateral duty? Is it assumed also that the Chief Engineer should be a qualified Medical Officer?

Answer: **The solicitation is clear on its face. Refer to: 2 APPLICABLE DOCUMENTS-2.2 Code of Federal Regulations Title 46, Volume I-9, Chapters I, II and IV. The Government makes no assumptions or recommendations regarding the collateral duty of Medical Officer.**

7. Are San Diego-based Naval Intermediate Maintenance Facilities available to perform scheduled intermediate maintenance and repair work? SIMA? FTSCPAC? FISC?

Answer: **No.**

8. (a) Concerning the vessels next scheduled Depot level repair availability: Approximately when is the Depot level Basic Work Package submission for the first avail due and what would be a historically conservative average cost for this level work package with 80 percent of desired work funded. Also, will there be a Supplemental Work Package issued for this same availability and generally what percentage proportion of the total avail value would the Supplemental Work Package represent?

Answer: **These questions are not relevant to the requirements of this solicitation.**

(b) Who will develop and write the work item specifications for both the Basic & Supplemental work packages? Can we be tasked or allowed to competitively bid for the Vessel Depot level work item development and specification package writing responsibility as is standard practice for many USNS Contracted Vessel Operators?

**Answer: As resident subject matter expert, the contractor may be tasked to provide all or some of the work item development and specification.**

9. What Naval Command or contracted Program Engineering Support Service entity if any assumes responsibility as the vessel's Planning Yard of record? Can you comment on any major shipalts or vessel alterations and upgrades that are planned, yet to be planned during the next depot level availability for this vessel?

**Answer: The Government assumes responsibility for the R/V Acoustic Explorer Planning Yard of record. No shipalts or vesselalts & upgrades are planned at this time.**

10. (a) If an engineering casualty reduced the vessel to one operational shaft or 50% of total propulsion capability, is the vessel considered ineligible until repaired for underway activity in support of operational contract obligations?

**Answer: The vessel will not deploy when limited to one operational shaft.**

(b) In such emergent repair situations, are local Naval emergent repair entities and fleet technical support personnel available to support the contractor?

**Answer: No.**

(c) Are standard USNS Vessel CASREP protocols & Naval message requirements expected to be followed on this uninspected vessel as are required on the larger inspected USNS vessels?

**Answer: No.**

11. Is this vessel generally considered to be in a Continuous Maintenance Availability status by SPAWAR and/or NAVSEA SSSD? Elaboration: Being in a Continuous Maintenance(CM) Availability for Naval Vessels is generally: A Naval vessel that continuously identifies, documents, validates, & issues desired work orders on needed repairs as individual work items or tasks in a continuous fashion as also prioritized and funded by the contracting authority(SPAWAR or SSSD for example) without such individual jobs or task items being associated to a particular date specific intermediate or depot level repair availability. Typically a repair budget account for a vessel would be established with historical and projected, known and anticipated, values included for disbursement to the executing contractor or repair authority to accomplish individual or a series of work items throughout the year in a continuous fashion or until that CM budget may be exhausted.

**Answer: MUR material and/or sub-contracted labor expenditures is/are pre-approved, on a case by case basis, by the COR/Program Manager. Overtime, necessary to effect repair in order to meet scheduled deployments, is pre-approved, on a case by case basis, by the COR/Program Manager. Individual jobs or task items are not "associated to a particular date specific intermediate or depot level repair availability".**

12. Concerning the repair and continuous maintenance program for vessel equipments:  
Is it the general intent that this effort be conducted as a typical Naval Condition Based Maintenance program for overall efficiency, or, conversely, is it suggested the contractor attempt a more aggressive equipment maintenance philosophy within reason inclusive of certain OEM specified equipment repair intervals in support of her sole platform for mission status and to enhance potential for additional vessel utilization?

**Answer: The contractor shall aggressively maintain the vessel to ensure that it safely, efficiently and completely accomplishes its assigned mission.**